

RHENUS Freight Logistics GmbH & Co. KG  
MESSENHÄUSER STRASSE 18  
063128 DIETZENBACH  
BUNDESREPUBLIK DEUTSCHLAND  
To : 88848



FUERST TRANSPORTE GMBH

From : ABDULBAKI AYGIR

KURZE STRASSE 2

DE 031832 SPRINGE

Phone:  
Attn :

Phone :

Date : 05.02.2025

Email for questions: Abdulbaki.Aygir@de.rhenus.com  
TRANSPORT COMMISSION (CMR) 204118

As discussed, we commission you by our order with the implementation of the following transport:

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Truck-no. :  
Dispo plan-ID : RC001\_20250207\_88848  
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1 Take-over on fix at : 07.02.25 from 06:00 till 09:00  
Loading point ARCHROMA GERMANY GMBH 'G550 LOGISTIK CENTER'  
INDUSTRIEPARK HOECHST TOR SUED  
DE 065929 FRANKFURT

Consignment/Dimension : 16 IBC / 17 to  
Load reference : 22203920 / BG  
ADR classification :  
Mat. No./Risk caused by :

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2 Agreed delivey date: fix 10.02.25 from 08:00 till 14:00  
Unloading P. DREWSEN SPEZIALPAPIERE GMBH &  
GEORG-DREWSEN-WEG 2  
DE 029331 LACHENDORF

Consignment/Dimension :  
Load reference :  
ADR classification :  
Mat. No./Risk caused by :

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The load securing devices required are to be provided by you. The agreed fixed freight rates shall cover all costs incurred en route and will be credit to you. Dispatching of the freight documents including transport order as PDF by email: DIE.PARTNERABRECHNUNG@rhenus.com Orig.pallet promissory notes by post  
The amount is 490,00 EUR all in.

**It is expressly stipulated that the German General Forwarding Regulations [ADSp] (in whatever version, but in particular ADSp 2017) shall not apply. Likewise, it is expressly stipulated that your own general terms and conditions of business shall not apply.**

You are familiar with the compliance directives of RHENUS Freight Logistics, which may be downloaded from

[https://www.rhenus.com/fileadmin/user\\_upload/rhenus/Infocenter/Broschueren/Corporate Compliance Broschueren/Rhenus Corporate Compliance DE.pdf](https://www.rhenus.com/fileadmin/user_upload/rhenus/Infocenter/Broschueren/Corporate%20Compliance%20Broschueren/Rhenus%20Corporate%20Compliance%20DE.pdf). You undertake to comply with them.

The following agreements shall, moreover, apply:

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Section 1 The Freight Forwarder's basic duties

1. The Freight Forwarder shall assure that he fulfils the statutory preconditions for executing this contract. He shall guarantee in particular that:
  - a) He holds the licence and entitlement in accordance with Sections 3 and 6 of German Road Haulage Act [GüKG] and uses it in accordance with the statutory regulations, in particular in compliance with the cabotage regulations as well;
  - b) He shall only employ drivers from third party states (Non-EU states) if they have the necessary work permit or driving licence and he is to assure that the drivers hold the documents required in accordance with Section 7b Para 1 P. 2 [GüKG] and carries them on his person on each journey;
  - c) The drivers he employs have the basic qualifications required by the German Professional Driver's Qualification law [BKrFQG] including further training at regular intervals;
  - d) Drivers employed by RHENUS Freight Logistics or by RHENUS Freight Logistics are able to present the above-named documents/proof at any time for inspection upon request. This shall also apply for the submission of vehicle identification documents, driving licences, training certificates as required by ADR and proof of insurance for goods in transit in accordance with Section 7a GüKG;
  - e) Insofar as he has agreed to transport hazardous goods he must abide by all the relevant hazardous goods regulations, fulfil the obligations of a dangerous goods safety advisor and keep ready for presentation all the necessary licences including current training certificates;
  - f) He will instruct the drivers employed by him accordingly.
2. The Freight Forwarder shall assure that he shall only employ those drivers or allow those drivers to be employed by sub-contractor freight forwarders who have an adequate command of the German language or English language. The drivers must be contactable by mobile phone. The Freight Forwarder shall undertake to assure the above and to provide RHENUS Freight Logistics with his mobile number upon request.
3. The Freight Forwarder shall assure that he shall adhere to the human rights-related and environmental duties imposed by the Lieferkettensorgfaltspflichtengesetz. The Freight Forwarder shall provide RHENUS Freight Logistics with appropriate, at least textual proof - at least upon request.
4. The carrier warrants, with reference to the current regulations of the EU Council and the related 14th sanctions package, that it is not owned by a Russian or Belarusian natural or legal person, organization or entity, by at least 25%. In the event of subcontracting a transportation, the Carrier warrants

that it will not use a subcarrier that is owned by a Russian or Belarusian natural or legal person or entity, **by at least 25%..** The carrier also assures to comply with all sanctions packages of the European Union, **particularly with regards to the 14th sanctions package against Russia.**

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Section 2 Insurance

5. The Freight Forwarder confirms that his liability under this contract is insured with cover of at least 600,000.00 EURO per claim and at least 1.2 million Euro per annum. In addition to this, he has taken out a third party liability insurance policy for the vehicle with unlimited cover.
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Section 3 Order handling

1. The Freight Forwarder shall execute the haulage contract with his own staff. He may only pass the contract over to a sub-contractor if RHENUS Freight Logistics has granted its written consent thereto.
2. When taking over the cargo, the Freight Forwarder is to inspect it for defects, damage, discrepancies etc. Any defects, damage or discrepancies there may be are to be recorded by suitable means in the shipping documents, and as far as possible by entering a written reservation in the waybill. Insofar as the it is not possible to inspect the cargo, a corresponding reservation is likewise to be entered in the forwarding documents. In all cases the logistics planner at RHENUS Freight Logistics handling the contract is to be notified straight away in the event of ambiguities arising. The Freight Forwarder is to await further instructions.
3. When taking over refrigerated goods the Freight Forwarder shall undertake to use a thermograph. He shall, moreover, undertake to have the temperature required at the loading point and entered in the waybill, and then to monitor the cargo at the loading point to verify compliance with the stated pre-cooling as well as record the measured temperature in the waybill. Temperature recordings are to be kept in safekeeping for one year.
4. When taking over the cargo, the shipping documents are to be inspected carefully, in particular, information and instructions are to be obeyed. This shall apply in particular for loading and unloading points, and in addition for terms and conditions of loading, delivery periods, Dangerous goods regulations governing transport by road, rail and inland waterways (Gefahrgutverordnung Strasse, Eisenbahn und Binnenschiffahrt) [GGVSEB] GGVSEB, weights, special instructions, etc. The cargo may only be handed over to the consignees designated in the forwarding documentation in return for a written acknowledgement of receipt.
5. The Freight Forwarder shall be obliged to report before 09:00 on the day following loading to the logistics planner instructed to handle the contract at RHENUS Freight Logistics and to submit a progress report.
6. RHENUS Freight Logistics is to be notified straightaway and instructions awaited if transportation or delivery is delayed as a result, for example, of accidents en route as well as other delays or refusal to take delivery of the goods by the consignee.
7. Reloading and the addition of further loads is forbidden, unless they are expressly permitted. Overnight stays may only be made in guarded parking sites. If there are no guarded parking sites en route, the route is to be planned so that either there is no need for an overnight stay or a second driver is to be assigned to the vehicle to obviate the need for an overnight stop. During statutory rest-breaks suitable measures are to be taken to assure that the vehicle is not exposed to seizure by third parties. The vehicle must be fitted with anti-theft protection such as, for example, electronic or mechanical

immobiliser plus a GPS. In addition to this, the rear door is to be locked so that it is burglar proof.

8. **Notwithstanding Section 412 of the German Commercial Code [HGB], the Freight Forwarder shall have to load and unload the cargo and load it securely so that it is safe in transit too.** If the Consignor has loaded the cargo badly, the Freight Forwarder shall consequently have to inspect the cargo to verify whether it is safe to transport. At least 15 tensioner belts plus edge protectors and anti-slip mats in sufficient quantities are to be carried. The Freight Forwarder shall be responsible for teaching the drivers he employs the necessary knowledge to enable them to be able to secure loads properly. Upon request, the Freight Forwarder shall have to submit written proof of training to RHENUS Freight Logistics showing that the drivers have been trained at least twice a year on how to secure loads.
9. Pharmaceutical raw materials must be transported under the transport conditions specified by the manufacturer on the label. The integrity of the containers and original labels must be ensured during transport. Access must only be possible for those necessary for the transport.

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#### Section 4 Pallet exchange

If agreed, the carrier will exchange the loading aids which are used during transport at the loading and unloading point, whilst the exchange goods need to be of the same type and quality (Cologne pallet exchange). In case this is not possible, the carrier will exchange the loading aids which are used during transport at the unloading point, and will further ensure the return of the loading aids of the same type and quality (Bonn pallet exchange). He keeps records of exchanged as well as non-exchanged loading aids (pallet account).

The exchange is considered agreed, the return has to be completed within 10 working days to any partner house within NG.network ([www.ng.network](http://www.ng.network)) or CargoLine ([www.cargoline.de/partner](http://www.cargoline.de/partner)). If necessary, the delivery needs to be pre-advised.

If the recipient refuses to hand over loading devices, proper documentation must be drawn up, stating the reason for non-exchange. This document has to be confirmed with a stamp and signature of the recipient.

In case that the obligation to exchange is inapplicable, a shortage of EUR 10.00 € per missing Euro pallet or EUR 125 per lattice box will be invoiced, unless the carrier can prove a lower damage.

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#### Section 5 Liability

1. Insofar as the goods are to be transported within Germany, the Freight Forwarder's liability on account of loss or damage shall, as a matter of principle, be limited in accordance with Section 431 Para 1 of the German Commercial Code [HGB] to the sum of 8.33 special drawing rights per kilogramme gross weight of the goods. **Notwithstanding Section 431 Para 1 and 4 HGB the Freight Forwarder shall, however, be liable under this contract up to a maximum amount of 40 special drawing rights per kilogramme.** Insofar as RHENUS Freight Logistics has agreed a lower liability with its client in the event of loss or damage to the goods, the Freight Forwarder's liability shall be reduced accordingly in proportion to that of RHENUS Freight Logistics.
2. The liability of RHENUS Freight Logistics under Sections 414, 455, 468, 488 HGB shall be limited to 200,000 EUR per damaging event. The above limitation of liability shall not apply for personal injury, that means death, personal injury or physical harm, or if the damages have been caused intentionally, or as the result of gross negligence on the part of RHENUS Freight Logistics or one of its assistants or as a result of a breach of important contractual duties, whereby in the latter case compensation claims shall be limited to foreseeable and typical damages.

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## Section 6 Exclusivity / Prohibition on poaching staff

1. The Freight Forwarder shall undertake to RHENUS Freight Logistics to observe exclusivity. He must not use information gained from relationships about customers (in particular, customers or consignees) which he learns for the first time in the course of his work for RHENUS Freight Logistics to acquire contracts directly or indirectly through third parties. He shall, moreover, undertake not to poach staff working for RHENUS Freight Logistics or from other freight forwarders working for RHENUS Freight Logistics. The obligation to observe exclusivity shall expire one year after this transport contract has ended.
2. For each culpable breach of the above undertaking the Freight Forwarder shall pay a contractual penalty amounting to 500 EUR to RHENUS Freight Logistics. The Freight Forwarder shall forego the defence of continuation of offence. This concession shall not preclude the assertion of claims greater than the above sum of 500 EUR. The Freight Forwarder shall reserve the right to furnish evidence that no damages have been incurred, or if they have been, the damages incurred were less than 500 EUR.
3. The Freight Forwarder shall be obliged to maintain total silence about all the information about customers, dispatch information etc. to which he has access in the course of executing the contract. This obligation shall continue to apply even after this contract has ended.

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## Section 7 Cash-on-delivery and shipments forwarded by customs

1. When the terms of payment for consignments are cash-on-delivery, the Freight Forwarder shall be obliged to only hand over the consignment to the consignee concurrently with the payment in cash of the costs based on the goods. Payment may only be made by the consignee with crossed cheques subject to the express consent of RHENUS Freight Logistics. If the consignee is not prepared to pay for the consignment in cash, instructions are to be obtained from RHENUS Freight Logistics straightaway. If the Freight Forwarder hands over a consignment to the consignee for which the terms of payment are payment in cash on delivery for goods, he shall be liable for all the costs based on the goods.
2. If the consignment is accompanied by customs documentation, the goods may only be handed over if the consignee signs the bonded goods receipt from RHENUS Freight Logistics and thereby undertakes to handle the consignment in the knowledge that the goods are bonded.

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## Section 8 Freight

1. The precondition for the freight being payable is that the original proof of delivery (including signature, the consignee's company stamp plus time and date of unloading) plus, if available, the original refrigeration records are handed over to RHENUS Freight Logistics. RHENUS Freight Logistics is entitled to settle the freight invoice within 60 days from receipt.
2. The agreed freight rate will cover loading and unloading time of up to two hours in each case. If this loading/unloading time is exceeded, the Freight Forwarder shall be entitled to demurrage if these waiting times are not attributable to his scope of risk, and he has previously obtained instructions from RHENUS Freight Logistics. The amount of demurrage for each half an hour broached shall be 20 EUR, up to a maximum of EUR 250 per vehicle per day.

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## Section 9 Liens and right of retention, Prohibition of offsetting

1. The Freight Forwarder shall only be entitled to his statutory lien (Section 440 HGB) and to his statutory right of retention with regard to those accounts

which are either uncontested or have been adjudicated. Otherwise his right to claim his statutory lien and his statutory right of retention shall not be recognised.

2. The Freight Forwarder may only offset against claims asserted under this contract of carriage and against non-contractual claims associated with it if the counter-claim is uncontested or has been adjudicated.

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Section 10 Minimum wage act, Driving and rest periods regulations (VO (EG) 561/2006), Regulations governing drivers [FahrpersonalVO]

1. The Freight Forwarder assures that he will comply with the provisions of the German Minimum Wage Act [MiloG] in force at that time. Furthermore, he assures that he will only employ drivers who have submitted him a written assurance with the above content. In the event that a claim is asserted against RHENUS Freight Logistics for the payment of the minimum wage in accordance with Section 13 MiloG in conjunction with Section 14 of the German Act governing the posting of employees to work outside Germany [ArbEG], the Freight Forwarder shall indemnify RHENUS Freight Logistics here and now from such claims. The right to indemnity shall become due as soon as one of the above-named claims is asserted against RHENUS Freight Logistics.
2. In addition to the above, the Freight Forwarder shall be liable to RHENUS Freight Logistics for all damages, accruing to him from non-compliance with the above-named assurance furnished by the Freight Forwarder. The Freight Forwarder shall be obliged to submit to RHENUS Freight Logistics at any time in response to being called upon to do so, lists of hours worked (retrospectively too), the wage packets based upon them and proof that the employer's share of social insurance has been paid over properly to the social insurance authorities.
3. These same obligations in Para 1 and 2 above shall apply for the regulations VO (EG) 561/2006 and Regulations governing drivers [FahrpersonalVO].

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Section 11 Place of jurisdiction, Applicable law

The place of jurisdiction is the place where the branch office awarded the contract. It shall be agreed that this place of jurisdiction alone shall have jurisdiction, unless compulsory and applicable international conventions or regulations provide for another place of jurisdiction which shall then apply in addition to the agreed place of jurisdiction. German law shall apply.

With kind regards

RHENUS Freight Logistics GmbH & Co. KG

Head office: Unna, AG Hamm, HRA 2089; phG: Rhenus Freight Logistics Verwaltungs GmbH, AG Hamm HRB 3422

Directors: Nenad Lukic, Thilo Meutzner, Hubert Ruhrmann,  
Jan-Dirk Groenewold, Markus Lingohr

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<https://www.rhenus.com/de/de/service-kontakt/informationspflichten/>